



Comptroller General
of the United States

Washington, D.C. 20548

153843

Decision

Matter of: Colonel George L. Singleton (USAFR)

File: B-258294

Date: March 16, 1995

DIGEST

A Reserve officer performing temporary duty submitted a travel voucher claiming taxi fares which were inflated over the actual fare charged in the area, in an effort to "construct" the cost of a rental car which he used but had not been authorized. The claims for both the cab and rental car costs are denied because the claim for taxi fares not actually incurred tainted any other transportation allowances claimed for the days on which the cab fares were claimed.

DECISION

Colonel George L. Singleton has appealed the August 11, 1994, settlement of our Claims Group which denied his reimbursement of expenses incident to a temporary duty (TDY) assignment in the amount of \$333.44. These expenses include the cost of a car rental and gas, long distance telephone charges, taxes to and from the airport, commercial van to and from Charleston airport, and cleaning costs. We affirm the settlement of the Claims Group.

The Air Force has satisfactorily resolved the items claimed except for the cost of the rental car, taxis, and commercial van. We address only these latter claims here. Following TDY from January 21-31, 1991, at Charleston Air Force Base, South Carolina, Colonel Singleton submitted a voucher for payment of various travel/transportation expenses. His claim for a rental car, which had not been authorized, was denied because he listed taxi fares on the voucher when taxis were not used. The claim for the cost of a commercial van was denied because an inaccurate amount was being claimed.

Colonel Singleton's request for use of a rental car during the TDY was denied. He states that the member preparing the orders suggested that he should "construct" the cost of a rental car by claiming taxi fares equivalent to the cost of the rental. When Colonel Singleton completed the voucher following the TDY, he entered 25 taxi fares at \$25 each for a total of \$625. Upon review, the Finance Officer questioned the taxi fares, which he said appeared to be overstated. Following an inquiry at the Charleston AFB, it

was ascertained that the normal cab fare from the motel where Colonel Singleton was billeted to the base was \$7-\$8. Following an investigation by the Air Force Office of Special Investigations, Colonel Singleton, who had received an advance to cover his travel expenses on this assignment, was required to repay \$383.

Our Claims Group denied the claim. Colonel Singleton has appealed, and raises a number of arguments to support payment of the amount he claims. He states he was merely trying to recoup the cost of the rental car and gas totaling \$236.12.

We have reviewed the record and find no reason to change the determination of the Claims group. We have held that when a member submits a voucher and part of the claim is based on false information, those items are to be denied. B-219217, Jan. 21, 1986. Based on our review, we conclude that all of the transportation charges claimed here are sustained.

Finally, Colonel Singleton asks that the amount in question be waived under Section 8138 of the 1992 National Defense Appropriations Act (Pub. L. No. 102-172, Nov. 26, 1991, 105 Stat. 1150 at 1212). That provision gave the Secretary of Defense the authority to cancel any part of an indebtedness, up to \$2,500, owed to the United States by a member of a uniformed service if, as determined by the Secretary, the debt was incurred in connection with Operation Desert Shield/Storm. Our Office has no responsibility or authority under this provision. Only the Secretary of Defense may exercise the authority granted by this provision.

Accordingly, the claim is denied.

/s/ Seymour Efros
for Robert P. Murphy
General Counsel